

BEFORE THE CONTRACT REVIEW BOARD OF THE
COUNCIL OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN)
EXEMPTION FROM METRO CODE)
SECTION 2.04.054 FOR AN)
AMENDMENT OF THE ZIMMER GUNSUL)
FRASCA CONTRACT)

RESOLUTION NO. 91 - 1431
Introduced by Executive Officer,
Rena Cusma

WHEREAS, Zimmer Gunsul Frasca Partnership (ZGF) has performed architectural design services continuously at the Oregon Convention Center since February 1987 when they were competitively selected; and

WHEREAS, Construction activity of various follow-on items previously authorized by the Metro Council remains ongoing at the Oregon Convention Center currently; and

WHEREAS, ZGF has requested an amendment to their contract which would add several items of additional design work and would extended the construction phase at the Convention Center until June 28, 1991; and

WHEREAS, Amendment No. 24, attached as Exhibit A, has been prepared by Metro staff which adds the additional design and construction administration services and increases the compensation commensurately by \$174,189; and

BE IT RESOLVED, that the Council of the Metropolitan Service District, acting as Contract Review Board, authorizes Amendment No. 24, attached as Exhibit A, to the Zimmer Gunsul Frasca Partnership Contract, which provided for additional design and construction administration services at the Oregon Convention Center.

ADOPTED by the Council of the Metropolitan Service District this 13th day of June 1991.



Tanya Collier
Presiding Officer

Exhibit A

AMENDMENT NO. 24

ZIMMER GUNSUL FRASCA PARTNERSHIP

Contract No. 900-261CC

The contract between the Metropolitan Service District, hereinafter referred to as "METRO", and Zimmer Gunsul Frasca Partnership, hereinafter referred to as "CONTRACTOR", to provide design and engineering services for the Oregon Convention Center, Contract No. 900-261CC, is hereby amended as follows:

EXHIBIT A - SCOPE OF WORK

I. CONSTRUCTION PHASE

- 30. Preparation of construction drawings for an additional passenger elevator serving all floors including the Skyview Terrace level.**
- 31. Additional services related to Skyview Terrace as follows:**
 - 1) Furniture selection, specification preparation & construction administration;**
 - 2) Development of Division Specification;**
 - 3) Addition of storage areas.**
 - 4) Cost reductions and design changes**
- 32. Preparation of construction drawings for awnings protecting the building's ticket windows.**
- 33. Preparation of construction drawings for electrical modifications in the building's ballroom service corridors and meeting room corridors.**
- 34. Preparation of construction drawings which provide an economizer cycle to the Skyview Terrace.**
- 35. Additional services related to the tower window maintenance system.**
- 36. ZGF consultant markup (10%), construction administration and direct costs relating to above items 32, 33, 34 and 35. ZGF consultant mark-up (10%) and direct costs relating to above items 30 and 31.**
- 37. Additional construction administration services rendered from November 15, 1990 through June 28, 1991.**

EXHIBIT C, COMPENSATION TO ARCHITECT

B. Total Cost

The total cost of the services provided under this agreement during all phases shall not exceed [\$4,854,534] \$5,028,723.

C. Architect's Basic Services Compensation

- 35. For preparation of construction drawings for an additional passenger elevator serving all floors including the Skyview Terrace level. \$25,400**
- 36. For additional services related to Skyview Terrace as follows:**
- 1) Furniture selection, specification preparation & construction administration;**
 - 2) Development of Division Specification;**
 - 3) Addition of storage areas.**
 - 4) Cost reductions and design changes \$24,090**
- 37. For preparation of construction drawings for awnings protecting the building's ticket windows. \$15,455**
- 38. For preparation of construction drawings for electrical modifications in the building's ballroom service corridors and meeting room corridors. \$2,610**
- 39. For preparation of construction drawings which provide an economizer cycle to the Skyview Terrace. \$8,430**
- 40. For additional services related to the tower window maintenance system. \$10,758**
- 41. For ZGF consultant markup (10%), construction administration and direct costs relating to above items 32, 33, 34 and 35; and for ZGF consultant mark-up (10%) and direct costs relating to above items 30 and 31. \$22,049**
- 42. For additional construction administration services rendered from November 15, 1990 through June 28, 1991. \$65,397**

The contract expiration date shall be extended to July 31, 1991.

All other terms and conditions remain in full force and effect.

ZIMMER GUNSUL FRASCA PARTNERSHIP

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

Fee Summary for Services Between
November 15, 1990 and June 28, 1991

ZGF Services

11-15-90/2-28-91

• Office Administration/Drawings	\$23,070	
Answer questions, product review, completion checkout, warranty work review. Added code requirements Revision drawings: code, as requested		
• Field Activity/Meetings	\$14,042	
OACM		
• Handicap Resolution	\$7,800	
• Window Maintenance	\$585	
Subtotal for 11-15-90/2-28-91		\$45,497

Sky Terraces Additions

• Skyterrace Furnishings	\$6,545	
Selection Estimating, Specifications		
• Skyterrace Specification	\$2,850	
• Added Storage Areas	\$1,320	
• Construction Services	\$5,500	
• Cost Reductions	\$3,300	
• Changes In Design	\$773	
Subtotal		\$20,290

Work Completed

• Ticket Awning Conceptuals	\$2,245	
• Passenger Elevator 3		
Documents	\$13,200	
Shop Drawing/Construction (Decision Not to Proceed)		
Subtotal		\$15,445

Work to be Completed

• Ticket Awning CD's		
Documents	\$5,500	
Shop Drawing/Construction	\$1,870	\$7,370

• Electrical Modifications			
Power Service Only	\$1,980		
Shop Drawing/Construction	<u>\$630</u>		\$2,610
• Artwork			
(Decision Not to Proceed)			
• AHU Economizer Cycle	\$1,500		
Shop Drawing/Construction	<u>\$630</u>		\$2,310
• Tower Window Maintenance			
Construction Documents	\$2,750		
Shop Dwgs./Construction	\$2,800		
State Appeal	<u>\$1,908</u>		\$7,458
• Cooling Tower Screen	---		
(Decision Not to Proceed)			
• Construction Administration			
3-1-91/6-28-91			
Grigsby's time	\$10,800		
Huberty's time	<u>\$2,700</u>		\$13,500
SUBTOTAL - ZGF Services			\$114,300

Consultant Services

• Ticket Awning			
Structural	\$3,040		
Electrical	\$2,300		
Graphics	<u>\$500</u>		
			\$5,840
• AHU Economizer			
Structural	\$700		
Mechanical	<u>\$5,600</u>		
			\$6,300
• Tower Maintenance			
Structural	\$2,200		
Electrical	<u>\$1,100</u>		
			\$3,300
• Acoustical Engineering Follow-On			
11/9/90 Letter - Fees	\$13,700		
Expenses	\$5,000		
Add Testing	<u>\$1,200</u>		
			\$19,900

• Add Elevator		
Cost for Shop Drawings/ (Construction Not Included Due to Decision Not to Proceed)		
Structural	\$5,500	
Elevator Consultant	\$1,700	
Mechanical/Electrical	<u>\$5,000</u>	
		\$12,200
• Skyview Terrace		
Structural	\$1,900	
Mechanical/Electrical	\$800	
Food Services	<u>\$1,100</u>	
		\$3,800
Subtotal Consultant Services		\$51,340
Consultants 10% Markup (\$51,340 x .10)		<u>\$5,134</u>
Subtotal Fees ZGF and Consultants		\$170,774
Direct Costs - 2% of ZGF and Consultants (\$170,774 x .02)		<u>\$3,415</u>
TOTAL FEE DUE		\$174,189

STAFF REPORT

RESOLUTION NO. 91-1431 FOR THE PURPOSE OF AMENDING CONTRACT
WITH ZIMMER GUNSUL FRASCA PARTNERSHIP FOR ADDITIONAL SERVICES
IN SUPPORT OF THE OREGON CONVENTION CENTER PROJECT.

Date: May 21, 1991

Presented by: Neil E. Saling

Background

The initial contract with the Zimmer Gunsul Frasca Partnership (ZGF) was for \$3,763,000. Since the initial contract, there have been 23 amendments with a total value of \$1,091,534. The latest amendments (18-23) in the amount of \$378,711 addressed all activities up to substantial completion of the project plus a portion of the work on the Sky Terraces, post construction testing and FF&E.

On March 19, 1991, ZGF submitted a request for compensation for services provided after a substantial completion of the Oregon Convention Center and for authorization to complete other specific follow-on services. The request addressed all anticipated work through June 30, 1991 and was in the amount of \$215,584.

Discussion

Staff has reviewed the original contract and subsequent amendments to determine the appropriateness of the ZGF request. In addition, review of the request with representatives ZGF has resulted in reductions in the amount of the proposed contract amendment. A summary of the requested fees is attached as Exhibit A. These fees can be generalized as follows:

◆ Completed Work	\$81,232
• Wrap up Work	(\$45,497)
• Sky Terraces Added Work	(\$20,290)
• Ticket Awning Conceptuals	(\$ 2,245)
• Elevator #3	(\$13,200)
◆ Work to be Completed	\$33,068
• Ticket Awning Construction Drawings	(\$ 7,370)
• Electrical Mods	(\$12,610)
• AHU Economizers	(\$ 2,130)
• Tower Window Maintenance	(\$ 7,458)
• Construction Admin.	(\$13,500)

◆ Consultant Work	\$59,889
• Ticket Awnings	(\$ 5,840)
• AHU Economizers	(\$ 6,300)
• Tower Window Maintenance	(\$ 3,300)
• Acoustical Engineering	(\$19,900)
• Elevator # 3	(\$12,200)
• Skyview Terrace	(\$ 3,800)
• Markups	(\$ 8,549)
◆ TOTAL	\$174,189
◆ Reduction from original proposal	(\$41,395)

The ZGF contract calls out the end of the Construction phase as Substantial Completion or Beneficial Occupancy, whichever occurs first. Administration and support provided after the Construction Phase incur added costs. This added cost for administration and support is estimated to be \$58,997.00 through June 30, 1991. The rate is significantly reduced over that during active construction.

The remaining charges, both for completed work and projected work, apply to follow-on work. This follow-on work has been divided into two phases: the first has been approved by the Council for implementation; the second requires that each element be approved by the Council before a Notice to Proceed with construction is issued. Major elements in this latter phase include the tower window maintenance system and Elevator #3, both of which have had substantial design accomplished, the costs for which are included in this and previous amendments.

A review of future possible work by ZGF indicates that there may yet be added demands for their support; however, these demands should be minimal. Examples might include accommodation of Buster Simpson artwork, centralized lighting controls and/or modifications to the cooling tower observation screen

Recommendation:

The Executive Officer recommends adoption of Resolution No. 91-1431.



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

To: David Knowles, Chair, Metro Regional Facilities Committee
From: Neil Saling, Director, Regional Facilities Department
RE: Clarification of Amendment No. 24 to ZGF Contract
Date: June 5, 1991

Per your request, I have prepared this memorandum to clarify the several different pricing formats which are included in the printed material supporting Amendment 24 to the ZGF Contract. I am aware that some confusion was created due to the differing formats; specifically, (1) the Amendment, which attempted to associate a price for each distinct work item; (2) the attachment provided by ZGF which separates out consultant services from ZGF services for every work item; and (3) the Staff Report which categorizes the items into either "basic" services or "follow-on" services. There was also some confusion generated by some incongruent dates between the Amendment and the ZGF attachment. The dates contained in the ZGF attachment were typographical errors and have been corrected.

Concerning the different formats utilized in the materials, I believe they are all correct in that they all culminate in the same total amendment amount of \$174,189; they only differ in their approach. The Amendment format is tied obviously to the format in the original contract and the 23 previous amendments. The attachment prepared by ZGF, which broke out consultant services from ZGF services, gives information which is more detailed and is provided only as backup documentation. In my staff report, I attempted to simplify the situation by characterizing the items into just two categories; basic services versus follow-on services. You will recall that basic services are those included within the original scope of work and in this case are included due to the extended construction period and follow-on services relate to the follow-on items which were added to the Center. Correlating this format with the amendment format results in the following table:

Basic Work:	
Final Administration	\$45,497
Acoustical	19,900
Follow-on Work	
Tower Windows	10,758
Sky Terraces	24,090
Ticket Awnings	15,455
Elevator #3	25,400
Electrical Modifications	2,610
Economizer	8,430
Administration	13,500
Mark-up	8,549
Total	\$174,189

I hope this memo clears up any confusion. I would be happy to answer any additional questions which you might have.

c: Ruth McFarland
Casey Short

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 91-1431, AUTHORIZING AN EXEMPTION FROM METRO CODE SECTION 2.04.054 FOR AN AMENDMENT OF THE ZIMMER GUNSUL FRASCA CONTRACT

Date: June 4, 1991

Presented by: Councilor McFarland

COMMITTEE RECOMMENDATION: At its May 28, 1991 meeting, the Regional Facilities Committee voted 3-0 to recommend Contract Review Board approval of Resolution No. 91-1431. Voting were Councilors Knowles, Buchanan, and McFarland. Councilors Bauer and Gardner were excused.

COMMITTEE DISCUSSION/ISSUES: Regional Facilities Director Neil Saling presented the staff report. Resolution No. 91-1431 would authorize amendment #24 to the contract with Zimmer Gunsul Frasca (ZGF) for architectural services at the Oregon Convention Center. The original contract was for \$3.76 million, and subsequent amendments have authorized an additional \$1.09 million. The amendment under consideration would authorize an additional \$174,189, for work following the November 1990 date of substantial completion and through June 30, 1991. Total amount of the contract would now come to \$5,028,723.

Mr. Saling explained that the additional compensation can be broken down in two areas: final administration charges and added work related to the original contract (\$65,000); and follow-on work for additions to the contract, including Skyview Terraces, ticket window awnings, and tower window maintenance system design (\$108,000). We can expect another contract amendment for work related to the final phase of construction, which is budgeted for just under \$1 million in 1991-92.

Councilor Knowles recalled that Council had already authorized ZGF to work on the Skyview Terraces, and asked why this amendment included charges related to that project. Mr. Saling responded that the charges are for work outside the scope of the original Skyview Terraces amendment. Don Rocks asked whether the handicapped community is at peace with the Convention Center project. Mr. Saling said that he did not believe the handicapped community would be at peace with the project until a third elevator is installed. He added that Convention Center Manager Jeff Blosser is keeping a log of queuing problems at the existing elevators to document the need for another.

Committee staff Casey Short asked that Regional Facilities staff clarify the different sets of figures in the attachments prior to Contract Review Board consideration of the Resolution, and Mr. Saling agreed to do so.